

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Diane Watson		CHAPTER 13
	<u>Debtor</u>	
PNC Bank, National Association		
	<u>Movant</u>	
vs.		NO. 15-12319 SR
Diane Watson		
	<u>Debtor</u>	
Frederick L. Reigle Esq.		11 U.S.C. Section 362
	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence is **\$6,572.79**, which breaks down as follows;

Post-Petition Payments:	January 2016 through July 2016 @ \$948.69
Suspense Balance:	\$68.04
<b>Total Post-Petition Arrears</b>	<b>\$6,572.79</b>

2. Debtor shall cure said arrearages in the following manner;

a). Beginning August 2016 and continuing through January 2017, until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$948.69** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$1,095.47** towards the arrearages on or before the last day of each month;

b). Maintenance of current monthly mortgage payments to Movant thereafter.

3. Should Debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 25, 2016

By: /s/ Joshua I. Goldman, Esquire  
Joshua I. Goldman, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: 11/7/16

Mitchell J. Prince  
John L. McClain Esq.  
Attorney for Debtor

Mitchell J. Prince ESQ.

Date: 9/28/16

Frederick L. Reigle  
Frederick L. Reigle Esq.  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2016. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Stephen Raslavich